



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
JULY 27, 2020 AT 5 P.M.  
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Dave Waddington
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	W. Poole, B. Harris, D. Murray, D. Brady, N. Twine, M. Meinzer & D. Waddington
APPROVAL OF MINUTES	July 13, 2020
AUDIENCE PARTICIPATION	
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

**REGULAR AGENDA ITEMS**

**ITEM #1 - Submitted by Trevor Hayberger, Law Director**

**ADDENDUM TO CONTRACT WITH ENERGY HARBOR FOR CITY'S LARGEST ELECTRIC ACCOUNTS**

**Budgetary Information:** Based on 10,968,000 kWh's, it is estimated to save the city \$43,900 per year and \$175,500 over the four year term.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed approving a pricing schedule addendum to the customer supply agreement with Energy Harbor, LLC, formerly known as FirstEnergy Solutions Corp., of Akron, Ohio, for electric service for the city's largest accounts located in the City of Sandusky for the period of June, 2021 to June, 2025; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #2 – Submitted by Matt Lasko, Chief Development Officer & Aaron Klein, Director of Public Works**

**ACQUISITION OF PROPERTY FROM WW II AMERICAN VETERANS NEAR WASTE WATER TREATMENT PLANT**

**Budgetary Information:** The city will be responsible for paying \$190,000 (plus closing costs) for the purchase of the property. The source of funding is the sewer fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for the purchase of real property located North of West Adams Street between Putnam Street and Harrison Street, Sandusky, and identified as Parcel No. 59-01355.000; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #3 – Submitted by Matt Lasko, Chief Development Officer**

**ACQUISITION OF TWO PARCELS ON MARKET AND FRANKLIN STREETS FOR RESIDENTIAL STRUCTURES**

**Budgetary Information:** The city will be responsible for paying \$70,000 (plus closing costs) for the purchase of the properties. The source of funding is the real estate development fund. All proceeds from the eventual sale of the lots will be returned to the real estate development fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a purchase agreement for the purchase of real property located at 208 Franklin Street and 410 East Market Street, and identified as Parcel No's 56-003480.000 and 56-00349.000; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #4 – Submitted by Stuart Hamilton, IT Manager**

**AWARD OF CONTRACT TO OHIO TELECOM FOR THE FIBER EXTENSION PROJECT AT THE AMTRAK STATION**

**Budgetary Information:** There is no budgetary impact on the general fund. The project is being funded completely with Ohio Transit Partnership Program 2 funds in the amount of \$66,860.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Ohio Telecom, Inc., of Port Clinton, Ohio, for the city-owned fiber extension to the Amtrak Station for transit operations project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #5 – Submitted by Josh Snyder, Assistant City Engineer

AMENDMENT TO AGREEMENT WITH LBJ, INC. FOR WARREN STREET RECONSTRUCTION PROJECT

**Budgetary Information:** The previous cost for the professional design services was \$299,122, and is now increased to \$318,615. The city’s share of this additional amount is the entire \$19,439 being evenly split from the water fund (\$6,479.66), storm water fund (\$6,479.66) and the street fund (\$6,479.67). Said increase is formally considered “contract modification #1”.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a first amendment to the agreement for professional design services with LJB, Inc., of Fairview Park, Ohio, for the Warren Street reconstruction project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

**AUDIENCE PARTICIPATION:** Open discussion on any item (5 minute limit)

EXECUTIVE SESSION(S)

ADJOURNMENT

Online: [www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us) – Click “Play” 



## **LAW DEPARTMENT**

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5852

[www.cityofsandusky.com](http://www.cityofsandusky.com)

**To:** Eric L. Wobser, City Manager

**From:** Trevor M. Hayberger, Law Director

**Date:** July 20, 2020

**Subject:** Pricing Schedule Addendum to Agreement with Energy Harbor LLC for City's Large Accounts

**Item for Consideration:** Legislation approving a pricing schedule addendum to the Customer Supply Agreement with Energy Harbor LLC, formerly known as FirstEnergy Solutions Corp., of Akron, Ohio, for electric service for the City's largest accounts for the time period of June 2021 through June 2025. The service addresses are as follows:

- 222 Meigs Street (Court/Police/Prosecutor Building)
- 304 Harrison Street (Wastewater Treatment Plant)
- 1024 Cement Avenue (Service Center)
- 600 W Market Street (Central Fire Station)
- 101 Cedar Point Drive (Pier Track Sewer Pump Station)
- 2425 First Street (Big Island Water Works)
- 240 Columbus Avenue (City Hall)

**Background Information:** In May of 2017, the City entered into a Customer Supply Agreement with FirstEnergy Solutions Corp. for electric services for the period of June 2018 to June 2021 at a rate of 4/70 cents/kWh. Buckeye Energy Brokers, Inc. provides energy brokerage and electric aggregation services to the City and recently notified the City that electric rates are down and proposed new pricing with Energy Harbor LLC at 4.30 cents/kWh for 48 months.

**Budgetary Information:** Based on 10,968,000 kWhs, it is estimated to save the City \$43,900 per year and \$175,500 over the four (4) year term.

**Action Requested:** It is requested that an Ordinance be passed approving the Pricing Schedule Addendum to the Customer Supply Agreement with Energy Harbor LLC for electric service for the City's largest accounts for the period of June 2021 through June of 2025. It is further requested that this Ordinance be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the Pricing Schedule Addendum and maximize this savings opportunity by locking in the rates.

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Trevor M. Hayberger, Law Director

I concur with this recommendation:

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Eric L. Wobser, City Manager

cc: Kelly Kresser, Clerk of the City Commission  
Michelle Reeder, Finance Director

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A PRICING SCHEDULE ADDENDUM TO THE CUSTOMER SUPPLY AGREEMENT WITH ENERGY HARBOR LLC, FORMERLY KNOWN AS FIRSTENERGY SOLUTIONS CORP., OF AKRON, OHIO, FOR ELECTRIC SERVICE FOR THE CITY'S LARGEST ACCOUNTS LOCATED IN THE CITY OF SANDUSKY FOR THE PERIOD OF JUNE 2021 TO JUNE 2025; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City's largest service accounts are the Court / Police / Prosecutor Building, the Wastewater Treatment Plant, Service Center, Central Fire Station, the Pier Track Sewer Pump Station located on Cedar Point Drive, the Big Island Water Works Plant, and City Hall; and

**WHEREAS**, the City Commission previously approved a Customer Supply Agreement with FirstEnergy Solutions Corp. for electric service for the period of June 2018 to June 2021 for the City's largest accounts at the price of 4.70 cents/kWh by Ordinance No. 18-106, passed on May 29, 2018; and

**WHEREAS**, approval is requested for a Pricing Schedule Addendum to the Customer Supply Agreement with Energy Harbor LLC for the period of June 2021 to June 2025 for the City's largest services accounts at the price of 4.30 cents/kWh, which will provide an estimated 9% savings, or \$175,500.00, over a four (4) year period on these electric accounts; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the Pricing Schedule Addendum and maximize this savings opportunity by locking in the rates; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission hereby approves the Pricing Schedule Addendum to the Customer Supply Agreement with Energy Harbor LLC (formerly known as FirstEnergy Solutions Corp.) for electric service for the period of June 2021 to June 2025 for the City's services located at 222 Meigs Street (Court/Police/Prosecutor Building), 304 Harrison Street (Wastewater Treatment Plant), 1024 Cement Avenue (Service Center), 600 W. Market Street (Central Fire

Station), 101 Cedar Point Drive (Pier Track Sewer Pump Station), 2425 First Street (Big Island Water Works Plant), and 240 Columbus Avenue (City Hall), substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance, and authorizes and directs the City Manager to execute the Addendum between the City of Sandusky and Energy Harbor LLC on behalf of the City of Sandusky, Ohio.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: July 27, 2020

## Pricing Attachment

This Pricing Attachment is entered into on this \_\_\_\_ day of July, 2020 by and between **Energy Harbor LLC**, a Delaware Limited Liability Company with its principal office location in Akron, Ohio (“Supplier”), and **City of Sandusky**, a customer with its principal office located in Sandusky, OH (“Customer”) and is hereby incorporated into the Customer Supply Agreement (“Agreement”) dated 15<sup>th</sup> day of May, 2018 (“Effective Date”). Supplier and Customer are referred to individually as “Party” and collectively as the “Parties.”

Customer Name: City of Sandusky

Billing Address: 240 Columbus Ave. / Sandusky OH 44870

Customer hereby acknowledges that it will be receiving Consolidated Billing from the Electric Utility.

- 1.0 All applicable taxes shall be listed separately on the monthly invoice if required by state and local tax law. Taxes may be altered periodically in accordance with state and local requirements.
- 2.0 Price: For the billing months listed on this Pricing Attachment, all kilowatt-hours (“kWh”) of electric energy metered by the Electric Utility at the Service Address listed hereto shall be billed at the rate per kWh specified.
- 3.0 Enrollment Chart:

Service Address	Electric Utility Account Number	Electric Utility	Electric Utility Rate Code	Interval Meter (Yes or No)	*FCM mm/yy	End Month mm/yy	Sample Meter Read Date / Billing Cycle	**Pricing cents / kWh
1024 Cement Ave	08004831910001480715	OE	GS	No	06/21	06/25	12/11/2020	4.30
304 Harrison St	08004831910000580805	OE	GP	No	06/21	06/25	12/10/2020	4.30
600 W Market St	08004831910001514343	OE	GS	No	06/21	06/25	12/10/2020	4.30
240 Columbus Ave	08004831915001482413	OE	GS	No	06/21	06/25	12/08/2020	4.30
222 Meigs St	08004831910000570026	OE	GS	No	06/21	06/25	12/07/2020	4.30
2425 1st St	08004831910000564893	OE	GP	Yes	06/21	06/25	12/15/2020	4.30
101 Cedar Point Rd	08004831910001543176	OE	GS	No	06/21	06/25	12/04/2020	4.30

\* First Commencement Month (“FCM”)

\*\* By execution of this Pricing Attachment, Customer acknowledges that above Pricing includes a fee for an agent acting on Customer’s behalf. This fee will be paid directly by Supplier to the agent. Customer understands that the agent is not a representative of Supplier.

- 4.0 Pricing Attachment will automatically renew on a month to month basis until terminated by either Party on 30 days' prior written notice at a price per kWh as determined by Supplier on a monthly basis that will include the then current market based price for energy plus all other costs, charges, fees, and taxes.
- 5.0 Irrespective of any terms to the contrary contained in the Agreement, the following revisions apply. The paragraph below shall replace Paragraph 31 of the Agreement in its entirety. Paragraph 32 of the Agreement is intentionally omitted.

### **Effect of Regulatory Action:**

**31.** In the event that any change in any statute, rule, regulation, order, law, tariff, or operating procedure promulgated or established by any court, governmental authority, utility, Independent System Operator (“ISO”), Regional Transmission Organization (“RTO”) or other service provider, alters to the detriment of Supplier its costs to perform under this Agreement, Supplier may pass through to Customer such costs or revise the pricing under this Agreement to eliminate the impact of such

changes. Before any such pass through or price revision, Supplier shall provide notice to Customer of the changes and the date upon which such pass through or revised pricing shall be effective. Customer shall pay the pass-through costs or revised price described in such notice, and all other terms and conditions of this Agreement shall remain in full force and effect.

32. Intentionally omitted.

All terms and conditions of the Agreement shall remain in full force and effect unless specifically stated otherwise herein.

**IN WITNESS WHEREOF**, both Parties hereto have caused this Pricing Attachment to be executed and represent that the persons whose signatures appear below are duly authorized to sign the same.

**Energy Harbor LLC**  
(Both Energy Harbor Signatures Required)

**City of Sandusky**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_


Date: \_\_\_\_\_

Energy Harbor LLC Contracts: \_\_\_\_\_ Date: \_\_\_\_\_



### Contact Information Form

This Form of Notice for the Customer Supply Agreement between **Energy Harbor LLC** (“Supplier”) and City of Sandusky (“Customer”) is effective until the Customer Supply Agreement is terminated. Customer should contact the applicable Electric Utility to report a service outage or downed wire or other emergency situation. Should any of the Customer-provided information on this Form of Notice change, Customer must notify Supplier of such change.

 <span style="font-size: 2em; font-weight: bold; display: inline-block;">energy harbor</span>		<b>Customer: All Formal Notices</b>	
		City of Sandusky	
		Attention: Trevor Hayberger	
		Address: 240 Columbus Ave.	
		Sandusky, OH 44870	
		Telephone: 419-357-6058	
		FAX:	
		Email: thayberger@ci.sandusky.oh.us	
<b>Supplier Sales Representative</b>		<b>Customer's Representative</b>	
A. Doug Zinno		City of Sandusky	
Energy Harbor LLC		Attention:	
168 East Market Street		Address:	
Akron, Ohio 44308			
Telephone: 330-690-6433		Telephone:	
FAX:		FAX:	
Email: dzinno@energyharbor.com		Email:	
<b>Supplier Accounting Representative</b>		<b>Customer's Accounting Representative (optional)</b>	
Energy Harbor LLC		City of Sandusky	
Attention: Accounting Department		Attention:	
168 East Market Street		Address:	
Akron, Ohio 44308			
Telephone: 1- 888-254-6359		Telephone:	
FAX: (330) 436-1903		FAX:	
Email:		Email:	
<b>Electric Utility Service Numbers:</b>		<b>Emergency:                      Other:</b>	
Ohio Edison		(800) 544-4877                      (800) 633-4766	
Public Utilities Commission of Ohio		(800) 686-7826	
<b>Supplier Tax Identification Number: 31-1560186</b>		<b>Customer Tax Identification Number:</b>	
<b>Supplier DUNS Number: 19-247-2751</b>		<b>Customer DUNS Number:</b>	



## COMMUNITY DEVELOPMENT

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240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5707

[www.cityofsandusky.com](http://www.cityofsandusky.com)

**To:** Eric L. Wobser, City Manager

**From:** Matthew D. Lasko, Chief Development Officer  
Aaron Klein, Public Works Director

**Date:** July 13, 2020

**Subject:** Commission Agenda Item – Purchase of Property

**Items for Consideration:** Legislation allowing the City of Sandusky to enter into a Purchase and Sale Agreement (the “Agreement”) for the property identified as Permanent Parcel No.: 59-01355.000 (the “Property”) and owned by the American Veterans of World War II.

**Background Information:** As part of the requirements set in the NPDES permit that resulted from years of negotiations with Ohio Environmental Protection Agency (EPA) regarding updates to the Combined Sewer Overflow (CSO) General Plan (Plan), the City agreed to proceed with five construction projects and perform an evaluation of potential green infrastructure (GI) opportunities. The first five (5) projects were estimated at \$18,500,000, which was significantly less than the ten (10) projects Ohio EPA was asking the City to complete for a total of \$86,325,000. Upon completion of the first five (5) projects and implementation of various GI projects, the City will be required to reevaluate our sewer system in 2025 and renegotiate the next set of projects.

Two projects (East End Sewer Improvements and Grit Tank Expansion) are complete and functioning very well. Two other projects (Farwell & Pier Track Pump Station Upgrades) will be completed this year as required by the deadline set in the NPDES permit. Construction of the fifth and final project (Mills Street High Rate Treatment (HRT)) required by the current permit is to be completed no later than December 1, 2024. An RFQ for professional design services is expected to be released later in 2020 or early 2021.

The Mills Street HRT involves installation of a large, 16 MGD holding tank at the Wastewater Treatment Plant on Harrison Street, which will require a large areal footprint. With limited available property around the WWTP, staff has always believed that developing a site plan would be very important. The concept would be to evaluate the WWTP, Sprau Park, Amvets Park including Erie Blacktop Field, the city-owned property leased by Peerless Stove, and other surrounding lots as part of the planning process. Acquiring this Property would allow for the flexibility of locating a consolidated public park near the Sandusky Bay Pathway and the Shelby Street Boat Ramp with views of the waterfront, and locating the storage tank on the east side of Harrison if desired.

A planning process at Amvets and Sprau Parks was recommended during the Bicentennial Planning process. Creating an all-encompassing plan for this area has been a desire of various city departments since the Bicentennial Plan and the NPDES permit were finalized. If this property is not acquired for the Mills St. HRT project, then it is possible that the tank may be required to be located partially, or wholly, within the footprint of Sprau Park, which is something staff is trying to avoid. Staff feels that acquisition of this parcel is essential to a successful plan and for a successful project.

Terms of the Agreement call for the City to purchase the 3.019 acre Property for \$190,000. Upon execution of the Agreement, the City will be responsible for providing a \$20,000 earnest money deposit to the escrow agent handling the closing (Southern Title of Ohio) with the remaining \$170,000 payment due upon closing of the sale. Taxes are to be prorated as of the day of closing and there is to be a traditional splitting of closing costs associated with the transaction. Closing is to occur no later than August 21, 2020 or within fifteen (15) days of the City's satisfaction of all due diligence items, whichever is later. Upon execution of the Agreement, the City will also be afforded a thirty (30) day due diligence period to inspect and test the site, minimally which will include the need to undertake a Phase I Environmental Assessment. If needed, the City has the right to extend said due diligence period for additional investigation.

**Budgetary Information:** The City will be responsible for paying \$190,000 (plus closing costs) for the purchase of the Property. The source of funding is the Sewer Fund.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into the Agreement for the purchase of the Property. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to allow the City close quickly on the property to both meet the needs of the Seller's while also allowing the City to begin the planning process for the aforementioned projects and plans.

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Matthew D. Lasko, MUPDD, MSSA  
Chief Development Officer

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Aaron Klein  
Public Works Director

I concur with this recommendation:

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Eric Wobser, City Manager

cc: Kelly Kresser, Clerk of the City Commission  
Trevor Hayberger, Law Director  
Michelle Reeder, Finance Director

Erie County, Ohio - Property Record Card  
Parcel: 59-01355.000 Card: 3

GENERAL PARCEL INFORMATION

Owner AMERICAN VETERANS OF WORLD WAR II  
Property Address ADAMS ST SANDUSKY OH 44870  
Mailing Address PO BOX 1556

Land Use 675 - EXEMPT OWNED BY VETERANS  
Legal Description ORGANIZATION  
36 50-BETWEEN HARRISON & PUTNAM ST &  
Neighborhood 45901 -  
School District SANDUSKY SD

MAP NUMBER: 9

VALUATION

	Appraised	Assessed
Land Value	\$75,500.00	\$26,430.00
Improvements Value	\$15,990.00	\$5,600.00
CAUV Value	\$0.00	\$0.00
Total Value	\$91,490.00	\$32,030.00

LAND

Land Type	Acreage	Depth	Frontage	Depth	Value
P1 - PRIMARY	3.02	0	0	100	\$75,500.00

AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value
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SALES

Date	Buyer	Seller	Price
1/1/1987	AMERICAN VETERANS OF	Unknown	\$0

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF REAL PROPERTY LOCATED NORTH OF WEST ADAMS STREET BETWEEN PUTNAM STREET AND HARRISON STREET, SANDUSKY, AND IDENTIFIED AS PARCEL NO. 59-01355.000; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, as part of the requirements set in the NPDES permit that resulted from negotiations with the Ohio Environmental Protection Agency (EPA) regarding updates to the Combined Sewer Overflow (CSO) General Plan, the City agreed to proceed with five (5) construction projects and perform an evaluation of potential green infrastructure (GI) opportunities of which two (2) projects (East End Sewer Improvements and Grit Tank Expansion) and the green infrastructure evaluation are complete, two (2) projects (Farwell & Pier Track Pump Station Upgrades) will be completed this year, and the final project (Mills Street High Rate Treatment (HRT)) is required to be completed no later than December 1, 2024; and

**WHEREAS**, the Mills Street HRT Project involves installation of a large, 16 MGD holding tank at the Wastewater Treatment Plant (WWTP) on Harrison Street, which will require a large aerial footprint, and with limited available property around the WWTP, Staff feels it is important to evaluate surrounding property and develop a site plan; and

**WHEREAS**, acquiring this property would allow for the flexibility of locating a consolidated public park near the Sandusky Bay Pathway and the Shelby Street Boat Ramp with views of the waterfront, and locating the storage tank on the east side of Harrison Street and Staff feels that acquisition of this parcel is essential to a successful plan and for a successful project; and

**WHEREAS**, the purchase price for the property is \$190,000.00 plus closing costs associated with the acquisition and these costs will be paid with Sewer Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to acquire the property in a timely manner and allow the City to begin the planning process for the aforementioned projects and plans; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is hereby authorized and directed to execute a Purchase Agreement on behalf of the City with American Veterans of WW II, for the sale and purchase of real property, identified as Parcel No. 59-01355.000, located north of West Adams Street between Putnam Street and Harrison Street in Sandusky, substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. The City Manager and/or Finance Director are authorized and directed to expend funds for the purchase of the property identified as Parcel No. 59-01355.000, located north of West Adams Street between Putnam Street and Harrison Street in Sandusky, in the amount of One Hundred Ninety Thousand and 00/100 Dollars (\$190,000.00) plus closing costs.

Section 3. The City Manager, Finance Director, and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the purchase of Parcel No. 59-01355.000, located north of West Adams Street between Putnam Street and Harrison Street in Sandusky.

Section 4. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 6. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: July 27, 2020

## PURCHASE AGREEMENT

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**THIS AGREEMENT** ("Agreement" or "Purchase Agreement") is entered this \_\_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date") by and between City of Sandusky or its assignee, ("Purchaser") and American Veterans of WW II, ("Seller").

1. **Property.** Including all property designated as Harrison Street vacant land and located in the City of Sandusky, County of Erie and State of Ohio, including all land, buildings (if any), improvements and fixtures (the "Property"), and being all or part of Erie County Parcel 59-01355.000, with a total acreage of approximately 3.019 acres.

2. **Purchase Price.** The Purchase Price for the Property shall be One Hundred, Ninety Thousand Dollars (\$190,000.00) payable as follows:

- a. \$20,000.00 earnest money deposit paid to the escrow agent upon acceptance of this agreement.
- b. \$170,000.00 CASH at closing.

3. **Earnest Money.** The earnest money deposit shall be applied to the Purchase Price at Closing. In the event this transaction does not close for any reason, other than default by Purchaser, or in the event all conditions precedent are not fully satisfied or waived, the earnest money deposit shall be returned in full to Purchaser. However, upon waiver of all contingencies at the expiration of the Due Diligence Period, and so long as there is no default by Seller, the earnest money shall become non-refundable.

4. **Title Provider.** The title evidence and escrow shall be provided by Southern Title of Ohio in Sandusky, Ohio. Title shall be transferred to Purchaser or its assignee, by General Warranty or appropriate Deed acceptable to both parties.

5. **Title.** An Owner's Fee Policy of Title Insurance in the amount of the Purchase Price shall be issued showing Seller or insuring Purchaser, good and merchantable title in fee simple, free and clear of all liens and encumbrances except those specifically set forth in this Agreement.

6. **Conveyance.** Seller shall deliver to Purchaser a Limited Warranty or appropriate Deed conveying good and marketable title in the Property to Purchaser free and clear of all liens and encumbrances whatsoever except a) any mortgages, liens or encumbrances created by or assumed by Purchaser, b) reservations, easements, conditions and restrictions of record, c) zoning ordinances, d) legal highways, and e) taxes and assessments, both general and specific, for the current half of the taxable year and thereafter, not yet due and payable.

7. **Taxes, Assessments and Pro-rations.** Purchaser shall receive a real estate tax proration equal to the calculated tax rate for the parcel based on the current tax valuation (i.e. current tax valuation x commercial tax rate for specific tax district of the parcel x the percentage of the tax year completed). There will be no post-closing adjustment to the proration and the Purchaser shall be responsible for any shortage to the actual bill.



8. **Closing.** This contract shall be closed, and all obligations of the parties shall be performed on or before 5:00 pm EST August 21st, 2020, or within 15 calendar days of Purchaser's satisfaction and acceptance of the Due Diligence Period as set forth in writing by Purchaser, whichever may first occur. Closing may be extended upon the mutual written consent of both parties

9. **Charges Paid through Escrow.**

- a. Including any other charges or fees set forth in this Agreement, Purchaser shall pay the following:
  - i. The cost of preparation and recording any mortgage placed on the Property by Purchaser and all costs and fees incidental thereto;
  - ii. The cost of recording the deed, any mortgage and all costs and fees incidental thereto;
  - iii. ½ the cost of insuring premiums of the Owner's Fee Policy of Title Insurance;
  - iv. ½ the cost of the escrow/closing fee;
- b. Including any other charges or fees set forth in this Agreement, Seller shall pay for:
  - i. Any amount required to discharge any mortgage of record, lien or encumbrance not permitted by this Agreement;
  - ii. Taxes and assessments due and payable on the date of transfer;
  - iii. After taxes and assessments have been prorated to the date of transfer, the amount of prorated taxes and assessments which are a lien, but not yet due and payable;
  - iv. Any real estate transfer fee or conveyance;
  - v. ½ the cost of insuring premiums of the Owner's Fee Policy of Title Insurance;
  - vi. ½ the cost of the escrow/closing fee;
  - vii. Proration of existing or proposed tenant leases;
  - viii. The commission to Broker(s) as per separate agreement;

10. **Conditions Precedent to Closing.**

- a. The following shall be conditions precedent to the Closing:
  - i. Seller shall order a Preliminary Title Commitment, which shall include copies of all easements and restrictions of record, and the amount and

terms of any special assessments and shall provide the Commitment to Purchaser within three (3) days of receipt.

- ii. All currently issued governmental authorizations must remain in full force and effect as of the date of Closing.
- iii. Seller agrees, to the best of its knowledge, that all representations and warranties made by the Seller shall be true and correct when made and as of the date of Closing.

11. **Seller representations and warranties.**

- a. To the best of its knowledge after reasonable inquiry, Seller represents and warrants the following:
  - i. Purchaser shall receive free and clear title to the Property by Limited Warranty (or appropriate) from the Seller and that existing mortgages, not assumed or assigned to Purchaser, on the Property will be satisfied no later than the date of Closing. In the event Seller is unable to convey such title to the Property, then Purchaser may terminate the Agreement and all monies paid or deposited by Purchaser shall be returned and all obligations under the Agreement shall terminate.
  - ii. All information delivered to Purchaser, including but not limited to leases, reports, contracts, agreements, prior appraisals, surveys, the absence of pending or threatened litigation and full disclosure of all other relevant information regarding the property provided is true and accurate.
  - iii. The persons or entities signing this Agreement and all Closing documents, including the Deed, have due authority to deliver title to the Property.
  - iv. The Seller shall continue compliance with all applicable zoning and use laws, rules and regulations.
  - v. That the Property shall be maintained substantially in its present condition until Closing.
  - vi. That Seller has no knowledge of any present or future improvements by a public authority, any part of the cost of which would or might be assessed against the Property, and Seller has no knowledge of any current or contemplated future assessments of any kind.
  - vii. That, except as to those improvements disclosed to Purchaser, no improvements have been or will be made to the Property within ninety (90) days of the date of Closing such that any person or entity is

entitled to a mechanics' lien against the Property by reason of services rendered or materials furnished, or otherwise.

viii. That the Seller has no knowledge of any pending condemnation proceedings or overtly threatened condemnation proceedings which would affect all or any part of the Property.

ix. That, to the best of Seller's knowledge, no litigation, legal proceeding or government proceedings or investigation of any kind is pending or has been overtly threatened which would adversely affect all or part of the Property or tenancies or Purchaser's title to the same, as herein contemplated, after Closing.

b. In the event Seller breaches, any of the above representations or warranties prior to Closing, Purchaser may terminate this Purchase Agreement and receive the return receipt of its earnest money deposit. In the event Seller, does not discover the breach until after this transaction has Closed, Seller may pursue other remedies at law.

c. All representations and warranties of Seller shall survive Closing.

12. **Due Diligence Period.** As a condition precedent to Purchasers obligations under the Purchase Agreement, Purchaser shall have Thirty (30) days from final execution of the Purchase Agreement to review and/or conduct (at Purchaser's expense) and be satisfied with all those tests, surveys, examinations, environmental assessments, soil tests, mold inspections and other studies which Purchaser may desire to conduct, and to review and/or obtain any and all documentation, including but not limited to (i) plans and specifications, (ii) acceptable site plan, (iii) acceptable traffic ingress, egress and curb cuts, (iv) proof of utility availability, (v) all applicable government approvals, licenses, permits, zoning modifications and such related notices, and (vi) review and acceptance of all existing or proposed Tenant leases (separately and collectively being the "Due Diligence Period"). Should Purchaser provide notice to Seller of his intention to terminate the Purchase Agreement for any reason, within his sole discretion, prior to the expiration of the Due Diligence Period, this Purchase Agreement is hereby terminated immediately and the earnest money deposit shall be immediately returned to Purchaser. Both parties mutually agree to extend the Due Diligence Period should initial findings indicate a need for additional environmental testing or assessment.

13. **Possession.** Purchaser shall obtain possession to property at Closing.

14. **Commissioner/Board Approval:** Purchaser and Seller acknowledge and agree that each parties obligations under this Agreement shall be subject to obtaining permission or approval from the Sandusky City Commissioners as to "Buyer",

and permission or approval from an "authorized executive committee" or general membership endorsement of the American Veterans of WW II as to "Seller".

14. **Miscellaneous.**

- a. **Time is of the essence of this contract.**
- b. Each party hereto is responsible to pay its own respective attorney's fees, if any, incurred in this transaction.
- c. This Purchase Agreement shall be binding on the heirs, successors and assigns of the parties hereto.
- d. Any changes, modifications or amendments to this Agreement shall be in written form and shall be executed by both parties hereto.
- e. Purchaser is represented by Henry "Mac" Lehrer, CCIM of Hoty Enterprises, Inc., with Seller being represented by Jeffrey S. Berquist - Broker of Berkshire Hathaway HomeServices Stadtmiller Realty whose fees shall be paid by separate agreement. All requisite disclosures under Ohio law have been made to both Seller and Purchaser and are part of this agreement.
- f. This Purchase Agreement shall be governed by the laws of the State of Ohio and jurisdiction over any matter arising under this Agreement shall be within Erie County, Ohio.
- g. Any notice, request, demand, instruction or communication hereunder shall be in writing and shall be deemed to have been duly given (i) two (2) business days after deposit in registered or certified U.S. mail, postage fully prepaid, (ii) one (1) day after deposit with a recognized overnight delivery service such as Federal Express, or (iii) immediately upon email transmittal (provided that such email service is either replied to by the recipient or followed by service pursuant to (ii) above received by the recipient the next business day), addressed as follows:

To Seller: TBD

With copies to: TBD

To Purchaser: TBD

With copies to: TBD

The addresses for the purpose of this paragraph may be changed by giving notice as provided as provided herein.

Notice shall also be deemed to have been given upon receipt of actual knowledge by any means of the information contained in said notice.

IN WITNESS WHEREOF, each of the parties hereto has signed this Agreement on the date shown below their respective signatures.

*Agreed:*

**Purchaser:**

By:

\_\_\_\_\_

Its:

\_\_\_\_\_

Dated: \_\_\_\_\_, 2020

**Seller:**

By:

Quinn Schum

Its:

Post Commander

Dated: 29 June, 2020



## COMMUNITY DEVELOPMENT

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240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5707

[www.cityofsandusky.com](http://www.cityofsandusky.com)

**To:** Eric L. Wobser, City Manager

**From:** Matthew D. Lasko, Chief Development Officer

**Date:** July 15, 2020

**Subject:** Commission Agenda Item – Purchase of Properties

**Items for Consideration:** Legislation allowing the City of Sandusky to enter into a Purchase and Sale Agreement (the “Agreement”) for the properties identified as 208 Franklin Street (Permanent Parcel No.: 56-00348.000) and 410 E. Market Street (Permanent Parcel No.: 56-00349.000) (the “Properties”) which are jointly owned by William O. Semans and Jeffrey J. Becker.

**Background Information:** The City has recently been approached by several individuals/families that are looking to construct residential housing in and around the downtown area. There does not exist many vacant parcels around the downtown area. Therefore, this has naturally led folks to look at the large, current City owned land/parcels near the intersection of E. Market Street and Warren Street as options – which also aligns with our Strategic/Master Plan which calls for infill residential in this area. More specifically, there has been interest regarding the City owned parcel at 430 E. Market Street - which can easily accommodate several residential structures if subdivided.

As the City explored the idea of new residential housing in this area, and talked in detail with the Planning Department and Public Works Department, it was critical to both be responsive to the desires of individuals/families looking to invest and live/stay downtown but also design the area in a way that is founded on sound urban design principles and pays attention to addressing pedestrian and bicycle safety. It was through this conversation the City began to explore the idea of constructing a rear alleyway off Franklin Street to accommodate new residential structures on E. Market Street between Franklin Street and Warren Street. To accomplish the creation of similarly sized, new residential lots through the re-platting process, and to install a new shared private alleyway (memorialized through easements), it is exponentially easier to do if common ownership of all the real estate in question exists. It is for these reasons that the City desires to temporarily acquire the Properties, replat them (along with the adjacent parcels at 430 E. Market Street and 216 Franklin Street), ultimately construct the alleyway and then market and sell the five (5) lots.

Included in this communication are two diagrams for reference. One which shows the current layout of the block in question and one that shows the proposed/revised replat. The revised plat shows both the location of proposed new residential lots (titled lots "A" – "E") and the proposed location of the easements at the rear of lots "A" – "D" that will provide rear access to parking for all five (5) residential lots.

Terms of the Agreement call for the City to purchase the Properties for \$70,000. There is no earnest money deposit associated with this transaction and Hartung Title Agency, Inc. will be handling the escrow and closing of this transaction. Taxes are to be prorated as of the day of closing and there is to be a traditional splitting of closing costs associated with the transaction. Upon execution of the Agreement, the City will also be afforded a fifteen (15) day due diligence period to inspect and test the site and to review the title records. It should be noted that the City was already granted permission from the owners to conduct a Phase I Environmental Site Assessment. The results of which resulted in no Recognized Environmental Conditions being found and therefore developable to a residential standard.

The City does anticipate approaching Commission in the upcoming weeks for permission to bid the alleyway construction and to consider the sale of at least one (1) of the new parcels.

**Budgetary Information:** The City will be responsible for paying \$70,000 (plus closing costs) for the purchase of the Properties. The source of funding is the Real Estate Development Fund. All proceeds from the eventual sale of the lots will be returned to the Real Estate Development Fund.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into the Agreement for the purchase of the Properties. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to allow the City close quickly on the Properties to immediately move forward with re-platting and sale of the new parcels.

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Matthew D. Lasko, MUPDD, MSSA  
Chief Development Officer

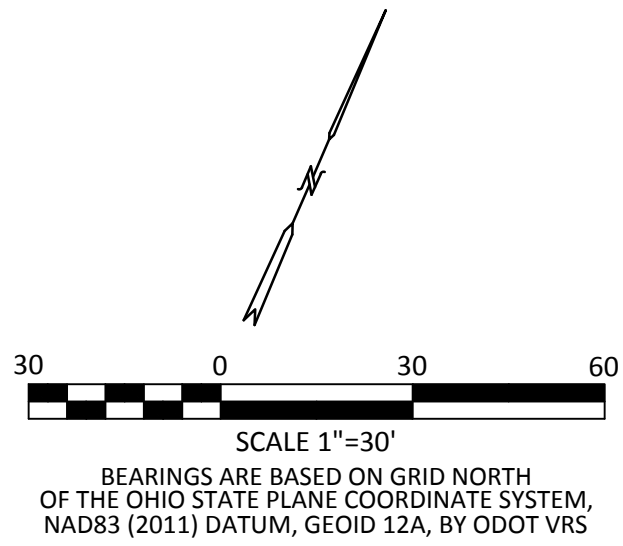
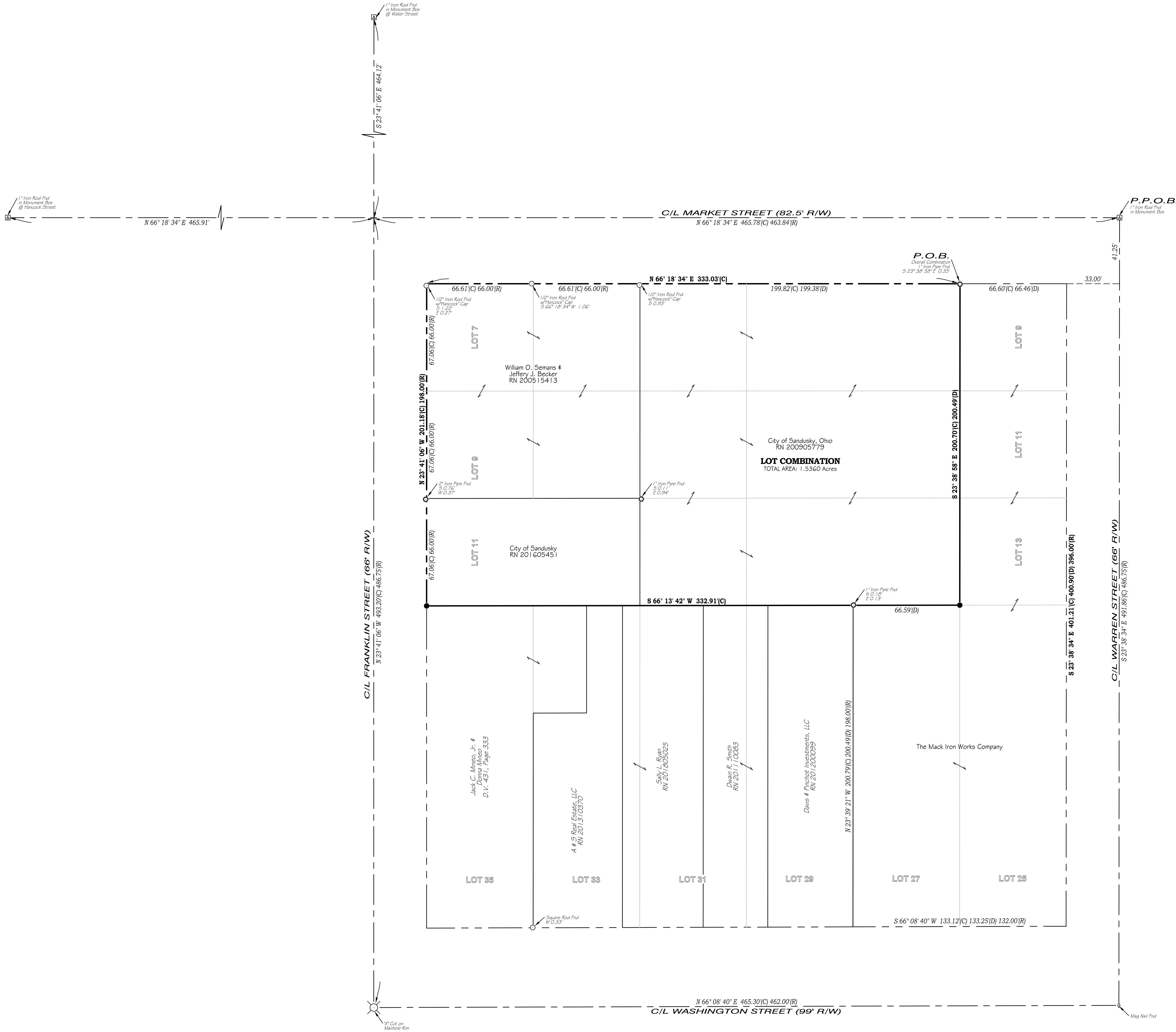
I concur with this recommendation:

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Eric Wobser, City Manager

cc: Kelly Kresser, Clerk of the City Commission  
Trevor Hayberger, Law Director  
Michelle Reeder, Finance Director

File Name: Z:\CD\Eng\2020-286-Franklin, Market, Warren, Washington Survey for City of Sandusky\20-286-revised July 2020.dwg



**LEGEND**

SET	FOUND	DESCRIPTION
●	○	IRON PIN (ROD)
●	○	IRON PIPE
⬆	⬆	MAG NAIL
⬆	⬆	MONUMENT BOX
✕	✕	DRILL HOLE

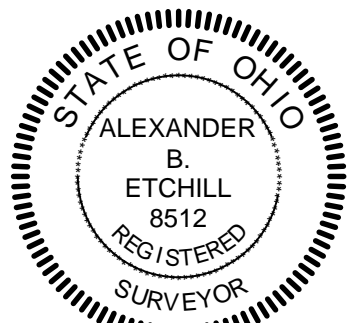
(D) DEED (M) MEASURED  
(P) PLATTED (C) CALCULATED  
(R) RECORD (S) SURVEY

ALL 5/8" IRON PINS SET ARE 30" LONG REBAR WITH YELLOW PLASTIC CAPS STAMPED "C.D. ENG 8456 & 8512"

**REFERENCES**

Erie County Survey Records  
Survey by Daniel E. Hartung, Jr. for Mack Iron Works, Co.  
Dated: December, 1987

Erie County Deed Records  
Volumes and Pages as indicated



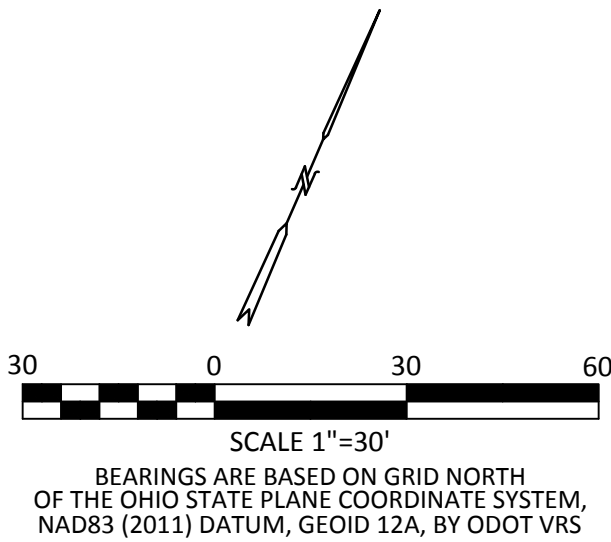
Lot Combination Survey Plat for  
**THE CITY OF SANDUSKY**  
Being Lots 7, 9 & 11 on Franklin Street, Lots 9, 11 & 13 on Warren Street and Lots 25 & 27 on Washington Street, Block 29, Ward 1, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio

**87CBHF57HCFG**  
**89G- B-9B; B99F-B;**  
**7CBGI @HB; 9B; B99FG/ GI FJ9MCFG**  
**BCFK 5@? ZC<C**

SCALE:	DATE: JULY, 2020	CK'D. BY: ABE	PROJECT NO.
1" = 30'	DR. BY: DMM	REV'D BY:	20-286



File Name: Z:\CD\Eng\2020-286-Franklin, Market, Warren, Washington Survey for City of Sandusky\20-286 Splits revised July 2020.dwg



**LEGEND**

SET	FOUND	DESCRIPTION
●	○	IRON PIN (ROD)
●	○	IRON PIPE
⬆	⬆	MAG NAIL
⊠	⊠	MONUMENT BOX
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**REFERENCES**

Erie County Survey Records  
Survey by Daniel E. Hartung, Jr. for Mack Iron Works, Co.  
Dated: December, 1987

Erie County Deed Records  
Volumes and Pages as indicated

EASEMENT "A" LINE TABLE		
LINE	BEARING	DISTANCE
E1	S 23° 40' 30" E	18.00'
E2	S 66° 13' 42" W	63.90'
E3	N 23° 41' 06" W	18.00'
E4	N 66° 13' 42" E	63.90'

EASEMENT "B" LINE TABLE		
LINE	BEARING	DISTANCE
E5	S 23° 40' 01" E	18.00'
E6	S 66° 13' 42" W	63.89'
E7	N 23° 40' 30" W	18.00'
E8	N 66° 13' 42" E	63.89'

EASEMENT "C" LINE TABLE		
LINE	BEARING	DISTANCE
E9	S 23° 39' 32" E	18.00'
E10	S 66° 13' 42" W	63.90'
E11	N 23° 40' 01" W	18.00'
E12	N 66° 13' 42" E	63.90'

EASEMENT "D" LINE TABLE		
LINE	BEARING	DISTANCE
E13	S 23° 39' 03" E	18.00'
E14	S 66° 13' 42" W	63.89'
E15	N 23° 39' 32" W	18.00'
E16	N 66° 13' 42" E	63.89'



Easement Survey Plat for  
**THE CITY OF SANDUSKY**  
Being part of Lot 11 on Franklin Street and part of Lot 13 on  
Warren Street, Block 29, Ward 1, City of Sandusky, Erie County,  
Firelands Connecticut Western Reserve, State of Ohio

**87CBHF57HCFG**  
**9G= B''9B; B99F-B;**  
**7CBGI @B; '9B; B99FG/ GI FJ9MCFG**  
**BCFK 5@? ZC< -C**

SCALE: 1" = 30'	DATE: JULY, 2020 DR. BY: DMM	CK'D. BY: ABE REV'D BY:	PROJECT NO. 20-286
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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 208 FRANKLIN STREET AND 410 E. MARKET STREET, AND IDENTIFIED AS PARCEL NOS. 56-003480.000 AND 56-00349.000; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City has been approached by several individuals interested in constructing residential housing in and around the downtown area and more specifically, interested in the City owned property at 430 E. Market Street, formerly part of the Sandusky Cabinets property, which can easily accommodate several residential structures, if subdivided, and thus the City began to explore the idea of constructing a rear alleyway off Franklin Street to accommodate new residential structures on E. Market Street between Franklin Street and Warren Street; and

**WHEREAS**, it was decided that in order to create similarly sized, new residential lots through the re-platting process and to install a new shared private alleyway, memorialized through easements, it would be exponentially easier with common ownership of all the real estate; and

**WHEREAS**, the City desires to temporarily acquire the properties located at 208 Franklin Street and 410 E. Market Street and re-plat along with the City's adjoining properties located at 430 E. Market Street and 216 Franklin Street, and ultimately construct the alleyway and then market and sell the five (5) created lots; and

**WHEREAS**, the total cost for the purchase of the two (2) properties is \$70,000.00 plus closing costs and these costs will be paid with Real Estate Development Funds and the proceeds received from the eventual sale of the newly created lots will be returned to the Real Estate Development Fund; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to acquire the properties quickly to immediately move forward with re-platting and sale of the new parcels; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City for the purchase of vacant real property

with William O. Semans and Jeffrey J. Becker, substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. The City Manager and/or Finance Director are authorized and directed to expend funds for the purchase of the properties identified as Parcel Nos. 56-00348.000 and 56-00349.000, located at 208 Franklin Street and 410 E. Market Street in Sandusky, in the amount of Seventy Thousand and 00/100 Dollars (\$70,000.00) plus closing costs.

Section 3. The City Manager, Finance Director, and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the purchase of Parcel Nos. 56-00348.000 and 56-00349.000, located at 208 Franklin Street and 410 E. Market Street in Sandusky.

Section 4. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 6. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

---

RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: July 27, 2020

**PURCHASE AGREEMENT**  
**FOR VACANT LAND**

**THIS AGREEMENT** is entered into by and between William O. Semans & Jeffrey J. Becker of 334 Hancock Street, Sandusky, Ohio 44870, hereinafter referred to as "Seller", and the City of Sandusky, located at 240 Columbus Avenue, Sandusky, Ohio 44870 hereinafter referred to as "Buyer".

1. In consideration of the mutual promises herein contained, Seller agrees to sell and convey and Buyer agrees to buy and pay for, in accordance with the terms and conditions of this contract, the properties known as 208 Franklin Street, Sandusky, Ohio 44870 and 410 E. Market Street, Sandusky, Ohio 44870, including all mineral rights, appurtenant easements and other rights of record, and hereinafter referred to as "Properties". Such Properties are more fully described as follows:

See exhibit "A" for the legal description.

Permanent Parcel Nos. 56-00348.000 and 56-00349.000

2. Buyer agrees to pay for the Property the sum of seventy thousand 0/100 dollars (\$70,000). This amount shall be paid as follows:

- a. The sum of \$0.00 to be deposited with the Escrow agent and applied to the purchase price as earnest money upon the signing of this contract; and
- b. The sum of \$70,000.00 is to be deposited with the escrow agent and applied toward the purchase price, at closing; and

3. Seller agrees to furnish warranty deeds, with release of dower, conveying to Buyer in joint and survivorship form, good record marketable titles in fee simple free and clear of all encumbrances except, easements, and rights of ways of record, and conditions and restrictions of record, zoning ordinances, real estate taxes and assessments, for the current year and thereafter.

4. An Owner's fee policy of Title Insurance in the amount of the purchase price shall be issued by Hartung Title Agency, Inc. If any defect in title is discovered prior to the time of the closing and if it is not waived in writing by Buyer, Seller shall have a reasonable extension of time for closing, but in no event more than sixty (60) days from the date Seller is notified of the defect, for removal of said defect.

5. All real estate taxes, assessments and rents, if any, shall be prorated in escrow, as of the date of title transfer. In prorating taxes and assessments, the amount assessed by the Erie County Auditor on the latest tax duplicate shall be used.

6. The Escrow Agent shall charge to Seller and pay out of the purchase price:

- (a) one half of the escrow fee;
- (b) the cost of the real estate conveyance fee;
- (c) any amount due Buyer by reason of proration;
- (d) the cost of the title exam;
- (e) one half the cost for the Owner's Title Insurance Policy; and
- (f) the preparation of the warranty deed.

The Escrow Agent shall charge to Buyer:

- (a) all fees for filing the warranty deed and the mortgage deed if any placed upon the property;
- (b) any other costs associated with the Buyer's financing;
- (c) one half the cost of the Owner's Title Insurance Policy;
- (d) one half the escrow fee.

7. The parties hereby designate, **Hartung Title Agency, Inc.** to be the Escrow Agent for this transaction.

8. All documents and funds necessary for the completion of this transaction shall be placed in escrow on or before \_\_\_\_\_, 2020. Closing shall take place on or before

\_\_\_\_\_, 2020. Seller agrees to deliver possession of the property upon the transfer of title.

9. The Buyer has examined the property and agrees that the property is being purchased in its present "as is" physical condition. Buyer has not relied upon any representations, warranties or statements about the condition of the property.

The Buyer shall be permitted to conduct reasonable inspections within 15 days of the acceptance of this contract. In the event the Buyer notifies the Seller of conditions defective or in need of repair within 20 days of the date of this contract the Seller shall have the option to repair such condition prior to closing or void the agreement, in which event the earnest monies deposited by Buyer shall be returned to them. The Buyer’s failure to notify the Seller of any conditions defective or in need of repair within such 20 days, shall be deemed the Buyer’s waiver of such right and the Buyer’s acceptance of the Property “as is”.

10. The risk of loss shall remain with the Seller until title transfer. Should such property be substantially damaged by fire or other casualty prior to filing the Deed the Buyer shall have the option to void this agreement in which event all earnest moneys shall be returned to the Buyer and such agreement shall become null and void, or have such insurance proceeds deposited into escrow thereupon completing the purchase.

11. The parties acknowledge and represent that no real estate agent or broker has been used in this transaction.

12. This contract shall be governed by the laws of the State of Ohio. The covenants, conditions, and agreements herein shall be binding upon each of the parties hereto, and their respective heirs, devisees, executors, administrators, successors and assigns, and shall be deemed to contain all their terms and conditions agreed upon, it being agreed that there are no outside conditions, representations, warranties, or agreements. The terms and conditions to be performed by the Seller shall survive the delivery and acceptance of the deed. Any portion of this contract declared invalid by law will not void the remainder of this contract.

**SELLERS**

**BUYERS**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

Phone # \_\_\_\_\_

Phone # \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

HARTUNG TITLE ORDER # E 196837L

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that MICHAEL McARAN, an unmarried male, (hereinafter referred to as "Grantor"), for valuable consideration paid, hereby grants, transfers and conveys, with general warranty covenants, to WILLIAM O. SEMANS, and JEFFERY J. BECKER, (hereinafter referred to as "Grantees"), whose tax-mailing address is 334 Hancock Street, Sandusky, Ohio 44870, Grantor's undivided One Hundred Percent (100%) interest in the following real property located in the City of Sandusky, County of Erie, and the State of Ohio:

Being in the first ward of the City of Sandusky, Ohio and being the West one-third (1/3) and the center one-third (1/3) of Lots seven (7) and nine (9) on Franklin Street. *XO*

Prior Deed Reference: RN 200219868, Erie County, Ohio Official Records.

The real property described herein and the transfer thereof shall be subject to all covenants, restrictions, rights of way, licenses, encumbrances and easements of record.

EXECUTED BY, MICHAEL McARAN, this 14<sup>th</sup> day of November, 2005.

Michael Mc Aran  
MICHAEL McARAN, as Grantor

RN 200515413      Page 1 of 2  
ERIE COUNTY OHIO RECORDER  
Barbara A. Sessler      2P  
RECORDING FEE:      28.00  
CTR Date 11/14/2005      Time 15:04:16

*JP* F *11* DE NR MI  
*JP* PR *70* SC

MICROFILMED/  
SCANNED

State of Ohio, County of Erie, ss:

BEFORE ME, a notary public in and for said County and State, did personally appear the above named MICHAEL McARAN, as Grantor, who executed this General Warranty Deed, and who stated that such was his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 14<sup>th</sup> day of November, 2005.

Mary-Beth Windau  
Notary Public

MARY-BETH WINDAU  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES  
JUNE 6, 2008

Prepared By: John R. Ball (Reg. No. 0039855)  
Buckingham, Lucal, McGookey & Zeiher Co., L.P.A.  
414 Wayne Street  
Sandusky, Ohio 44870

*Transferred*  
*November 14, 2005*  
*Connie L. Ward*  
ERIE COUNTY AUDITOR  
*Fee \$2.00*

APPROVED as per Erie County Requirements  
And Sections 4733-37 thru 4733-37-07 of the  
Ohio Administrative Code only. No Field  
Verifications for Accuracy made.

*[Signature]*  
Erie County Engineer

*11-14-05*

This conveyance has been examined and the grantor has complied with sections 310-202 and 322-02 of the Revised Code.	
FEE: \$	<u>42.35</u>
EXEMPT:	_____
R. E. TRANSFER:	_____
\$	<u>126.75</u>
CONNIE L. WARD Erie County Auditor	
By:	<u><i>[Signature]</i></u>



## ADMINISTRATIVE SERVICES

240 Columbus Ave.  
Sandusky, Ohio 44870  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: Eric Wobser, City Manager

From: Stuart Hamilton, I.T Manager

Date: July 15<sup>th</sup>, 2020

Subject: **Commission Agenda Item – Transit Fiber Connection**

**ITEM FOR CONSIDERATION:** Requesting legislation awarding a contract to Ohio Telecom, of Port Clinton, OH for the City Owned Fiber Extension to the Amtrak Station for Transit Operations Project.

**BACKGROUND INFORMATION:** The City's Transit station has been a data island. Managing I.T operations and delivering very basic services has always been a major challenge. We lack insight into data, network and security which are critical to help and protect the Transit facility. Extending approximately 7000 feet of Aerial fiber from the WWTP on Harrison Street to the Transit operation at the Amtrak Station on N. Depot Street will provide the necessary connection to the City-wide network to deliver full assistance and security protection. Simple things like Wi-Fi in the waiting room will now be possible. Remote access to the security system for the Police Department, the ability to remotely unlock doors in the middle of the night for travelers without having to dispatch an officer.

This project has been postponed for many years until we could find funding, and we are excited that day has finally come.

The following bid was opened on July 10<sup>th</sup>, 2020:

Ohio Telecom, Inc.,	Total base Bid - \$66,860
Port Clinton, Ohio	
100% Bond	

Ohio Telecom, Inc. was selected as the lowest and best bid.

**BUDGETARY INFORMATION:** There is no budgetary impact on the General Fund. The project is being funded completely with Ohio Transit Partnership Program 2 (OTP2) Funds in the amount of \$66,860.

**ACTION REQUESTED:** It is recommended that the proper legislation be prepared awarding a contract to Ohio Telecom, Inc. of Port Clinton, OH for the City Owned Fiber Extension to the Amtrak Station for Transit Operations Project. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter, in order to complete the project in a timely manner and prior to the OTP2 grant program deadline of December 1, 2020.



I concur with this recommendation:

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Eric Wobser, City Manager

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Stuart Hamilton, I.T Manager

cc: K. Kresser, Commission Clerk; M. Reeder, Finance Director; T. Hayberger, Law Director

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH OHIO TELECOM, INC., OF PORT CLINTON, OHIO, FOR THE CITY OWNED FIBER EXTENSION TO THE AMTRAK STATION FOR TRANSIT OPERATIONS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission authorized the filing of a grant application with the Ohio Department of Transportation (ODOT) for FY2020 Ohio Transit Partnership Program (OTP2) Grant Funds for Sandusky Transit System projects, including a fiber optic network at the Amtrak Station, by Resolution No. 037-19R, passed on September 23, 2019, and subsequently the City was awarded funds; and

**WHEREAS**, the City currently relies on fiber connections for all phone, data, and security communications to its offsite locations and desires to expand this connectivity to the Amtrak Station where the Sandusky Transit System operations are located; and

**WHEREAS**, the City Owned Fiber Extension to the Amtrak Station for Transit Operations Project involves extending the City's fiber connection from the Wastewater Treatment Plant (WWTP) on Harrison Street to the Transit operation at the Amtrak Station on N. Depot Street to provide consistency within all the City's offsite locations and increase security and safety for the Sandusky Transit System operations; and

**WHEREAS**, this City Commission declared the necessity to proceed with the proposed City Owned Fiber Extension to the Amtrak Station for Transit Operations Project by Resolution No. 026-20R, passed on June 22, 2020; and

**WHEREAS**, upon public competitive bidding as required by law one (1) appropriate bid was received and the bid from Ohio Telecom, Inc., of Port Clinton, Ohio, was determined to be the lowest and best bid; and

**WHEREAS**, the total contract cost is \$66,860.00 and will be paid with funds received through the FY2020 Ohio Transit Partnership Program (OTP2) grant; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to complete the project in a timely manner and prior to the deadline of December 1, 2020, to be in compliance with the Ohio Transit Partnership Program (OTP2) grant program; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Sandusky Transit System, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into a contract with Ohio Telecom, Inc., of Port Clinton, Ohio, for the City Owned Fiber Extension to the Amtrak Station for Transit Operations Project in an amount **not to exceed** Sixty Six Thousand Eight Hundred Sixty and 00/100 Dollars (\$66,860.00) consistent with the bid submitted by Ohio Telecom, Inc., of Port Clinton, Ohio, currently on file in the office of the Director of Public Works.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

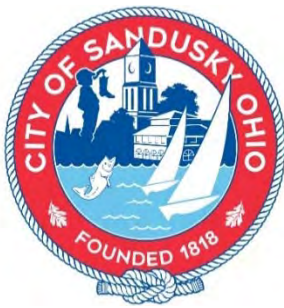
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: July 27, 2020



## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E

Date: July 16, 2020

Subject: **Commission Agenda Item- Amendment to the Professional Design Services Agreement with LJB Inc. for the Warren Street Reconstruction Project.**

**ITEM FOR CONSIDERATION:** Legislation for a first amendment to the Professional Design Services Agreement for the design of the Warren Street Reconstruction project with LJB Inc. of Fairview Park, Ohio.

**BACKGROUND INFORMATION:** This ordinance was approved on August 26th, 2019 with the overall cost of services being \$299,122; all of it coming from various City funds. Three major drivers have led to the need for additional funding toward this projects design. First, through the survey process there were 3 additional encroachments realized and the related agreement work to permit these takes effort. Secondly, the City has chosen to re-align East Elm Street to facilitate a safer intersection and this design requires additional work. Lastly the existing combined sewer system needed cleaned and televised to determine its condition, tie-ins and viability of re-use. Cumulatively, this work will require additional services and professional engineering design. The budgetary information reflects the additional costs to accomplish this.

**BUDGETARY INFORMATION:** The previous cost for the professional design services was \$299,122, and is now increased to \$318,615 The City's share of this additional amount is the entire \$19,439, coming evenly split from the Water Fund - \$6479.66, Storm Water Fund- \$6479.67, and the Street Fund- \$6479.67. Said increase is formally considered "Contract Modification #1".

**ACTION REQUESTED:** It is recommended that an ordinance for an amendment to the professional design services contract with LJB Inc. for the Warren Street Reconstruction Project for a total cost of \$318,561 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to continue and complete the design and to meet the next deadline for OPWC grant funding applications and plan for funding construction.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron Klein, P.E.  
Director

cc: K. Kresser, Commission Clerk; M. Reeder, Finance Director; T. Hayberger, Law Director

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH LJB INC. OF FAIRVIEW PARK, OHIO, FOR THE WARREN STREET RECONSTRUCTION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, Warren Street was home to the former alignment of multiple sets of train tracks and is in very poor condition and in dire need of pavement reconstruction due to its structural damage and lack of drainage and most of the water line in this area was constructed in 1937 and the existing combination sewer was installed in 1908; and

**WHEREAS**, the Warren Street Reconstruction Project involves the reconstruction of Warren Street between Water Street and Market Street and between Washington Street and Monroe Street and includes the replacement of the waterline to allow better flow and water quality in the immediate and adjacent areas, along with the addition of a dedicated storm sewer for roadway drainage; and

**WHEREAS**, this City Commission approved an agreement for Professional Design Services with LJB, Inc. of Fairview Park, Ohio, for the Warren Street Reconstruction Project by Ordinance No. 20-061, passed on March 23, 2020; and

**WHEREAS**, LJB, Inc. provided professional design services for preliminary engineering and design for the Warren Street Reconstruction Project; and

**WHEREAS**, this First Amendment provides for additional work including the following three (3) tasks: Encroachment License Agreements, Elm Street Realignment, and Manage Combined Sewer Cleaning Contract; and

**WHEREAS**, the original cost of the professional design services was \$299,122.00 and this Amendment will increase the cost by \$19,439.00 for a revised total cost of \$318,615.00 and the additional cost will be paid with Water Funds in the amount of \$6,479.66, Storm Water Funds in the amount of \$6,479.67, and the remaining balance of \$6,479.67 will be paid with Street Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to continue and complete the design and proceed with applying for grant funds with the Ohio Public Works Commission (OPWC) and plan for funding construction; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO,

THAT:

Section 1. The City Manager is authorized and directed to enter into a First Amendment to the Agreement with LJB, Inc., of Fairview Park, Ohio, for Professional Design Services for the Warren Street Reconstruction Project, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at a revised amount **not to exceed** Three Hundred Eighteen Thousand Six Hundred Fifteen and 00/100 Dollars (\$318,615.00).

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: July 27, 2020

**FIRST AMENDMENT TO THE AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This First Amendment to the Agreement for Professional Design Services (this “Agreement”), made as of \_\_\_\_\_, 2020, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Public Works designated below or successor (the “City Engineer”), and LJB Inc., (the “Architect/Engineer”), whose contact person and address are set forth below.

WHEREAS, the City is operating under its Charter, ordinances and regulations and it is the intention of the City, in the exercise of its powers, to obtain professional design/engineering services for the following project (the “Project”):

Project Name:	<b>Warren Street Reconstruction Project</b>
---------------	---

City Engineer:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870

Architect/Engineer:	Dennis C. Albrecht, Jr., P.E.
Contact:	LJB Inc.
Address:	22710 Fairview Center Drive, Suite 200 Fairview Park, Ohio 44126

NOW, THEREFORE, in consideration of the mutual promises contained in the Professional Design/Engineering Services Agreement executed on April 9, 2020, the City and the Architect/Engineer agree as follows:

The Architect/Engineer shall perform additional tasks included in Attachment A as described therein, in accordance with the Professional Services Amendment executed on \_\_\_\_\_, between the City and LJB Inc., for a revised fee not to exceed \$318,561.00 (three hundred eighteen thousand five hundred sixty-one dollars).

**Signature Page to Follow**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year first above written.

LJB Inc.  
("Architect/Engineer")

By: \_\_\_\_\_

CITY OF SANDUSKY

By: \_\_\_\_\_  
Eric Wobser  
City Manager

APPROVAL:

The legal form and correctness of the within instrument is hereby approved.

\_\_\_\_\_  
Trevor Hayberger  
Law Director



CERTIFICATE OF FUNDS

In the matter of:                      Warren Street Reconstruction Project

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to the appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code (ORC).

Dated: \_\_\_\_\_, 2020

CITY OF SANDUSKY

By: \_\_\_\_\_  
Michelle Reeder  
Finance Director

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Amount



July 10, 2020

submitted via Email

Josh Snyder  
Assistant City Engineer  
City of Sandusky  
240 Columbus Ave.  
Sandusky, OH 44870

**Re: Warren Street Reconstruction Project  
Request for Contract Modification #1**

Dear Mr. Snyder:

This proposed Contract Modification #1 is in response to emails and phone conversations with you regarding revisions to the scope of work as requested by Sandusky.

**CONTRACT MODIFICATION #1 – SCOPE OF WORK**

**Task 1 – Encroachment License Agreements:**

- Detailed field survey identified a total of 8 private properties that encroach into the public R/W.
- Original contract included 5 encroachments, and noted that more may be discovered during survey.
- 8 locations vs. 5 in original contract = 60% increase in task efforts (see attached proposal for original survey and attached estimate for Additional ELAs)
- Additional field survey time was necessary to capture encroachment parameters
- Additional office professional surveyor time was necessary to prepare encroachment agreements and legal descriptions
- O.R. Colan agreed to extend their original contract unit price of \$1,250 per basic Encroachment Agreement (see attached ORC original proposal for reference)

**Task 2 – Elm Street Realignment**

- City requested LJB perform design to realign Elm Street, creating a perpendicular tie-in with Warren Street and maintaining access to all private driveways
- Additional field survey required
- Additional design tasks required

**Task 3 – Manage Combined Sewer Cleaning contract**

- LJB performed research to identify local contractor
- LJB collaborated with Darr Sewer Cleaning and City of Sandusky personnel to identify scope of work and deliverables, quantify proposed fee, and provide continuous issue resolution during cleaning operations

SUMMARY

Current Contract Value: \$ 299,122.00

Requested Modification: \$ **19,439.00** **Contract Modification #1** (see attached Fee Estimate)

**\$ 318,561.00** **Revised Contract Value** (requested)

Please feel free to contact me with any questions you may have at 216-586-3752 or [DAlbrecht@LJBinc.com](mailto:DAlbrecht@LJBinc.com).

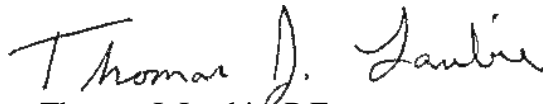
Sincerely,

LJB Inc.



Dennis C. Albrecht, Jr., P.E.

Project Manager and Regional Office Manager



Thomas J. Laubie, P.E.

Chief Administrative Officer



## Warren Street Reconstruction, Contract Modification #1

### FEE ESTIMATE

7/10/2020

Task Description	PM	Traffic	Civil Engr.	Junior Eng.	Sr. Cadd Tech	Hrly Survey	Detailed R/W Survey	Sub-Consultant	Task Hrs	Task Cost
Hourly Rate (fully burdened rates approved in original contract)	\$210	\$165	\$135	\$115	\$100	\$130				
<b>1. Encroachment Agreements</b>							LJB GSD	ORC		
3 additional Agreements (8 total vs. 5 in original contract = 60% increase)	3								3	\$ 630.00
<b>Subtotal</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$7,414.00</b>	<b>\$3,750.00</b>	<b>3</b>	<b>\$ 11,794.00</b>
<b>2. Elm St. Realignment</b>										
a. Field Survey						10			10	\$ 1,300.00
b. Basemap update with new field data					4				4	\$ 400.00
c. Drainage analysis and Design	1			4					5	\$ 670.00
d. Roadway Design	2		4	4					10	\$ 1,420.00
e. Plan and Profile Sheets (2) @ 4 hrs per sheet	1		8						9	\$ 1,290.00
f. Intersection detail			1	3					4	\$ 480.00
g. Curb Ramp Details				2					2	\$ 230.00
h. Drive detail sheet (1) with profile	1		1	4					6	\$ 805.00
<b>Subtotal</b>	<b>5</b>	<b>0</b>	<b>14</b>	<b>17</b>	<b>4</b>	<b>10</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>50</b>	<b>\$ 6,595.00</b>
<b>3. Combined Sewer Cleaning Management</b>										
a. Management, Collaboration, and Issue Resolution activities	5								5	\$ 1,050.00
<b>Subtotal</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>5</b>	<b>\$ 1,050.00</b>
<b>Total Hours</b>	<b>13</b>	<b>0</b>	<b>14</b>	<b>17</b>	<b>4</b>	<b>10</b>			<b>58</b>	
<b>Subtotal Labor Cost</b>	<b>\$2,730</b>	<b>\$0</b>	<b>\$1,890</b>	<b>\$1,955</b>	<b>\$400</b>	<b>\$1,300</b>				<b>\$ 8,275.00</b>
<b>Sub-Consultant Fees</b>							<b>\$7,414.00</b>	<b>\$3,750.00</b>		<b>\$ 11,164.00</b>
<b>GRAND TOTAL</b>									<b>\$</b>	<b>19,439.00</b>